

REMARKS

Applicants have canceled claims 33-40 to place the claims in better condition for appeal.

The Examiner rejected claims 32 and 34-39 under 35 U.S.C. §112, second paragraph, as allegedly being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

The Examiner rejected claims 29-40 under 35 U.S.C. §103(a) as allegedly being unpatentable over Gundewar et al. (US Patent 6,381,610) in view of Oka (US Patent 5,537,591) Examiner's Official Notice; and Microsoft Press Computer Dictionary.

Applicants respectfully traverse the §112 and §103 rejections with the following arguments.

35 U.S.C. §112, Second Paragraph

The Examiner rejected claims 32-40 under 35 U.S.C. §112, second paragraph, as allegedly "being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Since Applicants have canceled claims 33-40, the rejection of claims 33-40 under 35 U.S.C. §112, second paragraph is moot.

As to claim 32, the Examiner argues: "In claims 32, 34 and 35 it is unclear what the difference is between "implementing" and "using" of the GP/AP system."

In response to the Examiner's argument, Applicants note that Page 11, lines 18-23 of the specification recites: "Referring to Figure 3, in accordance with the preferred embodiment of the method of the invention, assessment 101, preparation 102, development 103, deployment 104 and support 105 stages are executed to design, implement, and use a general procurement and accounts payable (GP/AP) system for a customer". The preceding quote from the specification, which states that the present invention both implements and uses the GP/AP system, conveys a clear intent to differentiate the meaning of "implement" from the meaning of "use".

Furthermore, dictionaries provide different definitions of "implement" and "use" as next explained.

Webster's New Collegiate Dictionary (2d ed. 1958) defines "implement" in verb form as follows: "to accomplish; fulfill; complete; ...; give practical effect to and insure of actual fulfillment by concrete measures ..." (id. at 417). In contrast, Webster's New Collegiate Dictionary (2d ed. 1958) defines "use" in verb form as follows: "to make use of, ...; to avail oneself of; to employ; ..." (id. at 937).

The American Heritage Dictionary (2d ed. 1985) defines "implement" in verb form as follows: "to put into practical effect; carry out" (id. at 646). In contrast, The American Heritage Dictionary (2d ed. 1985) defines "use" in verb form as follows: "to bring or put into service; employ ..." (id. at 1331).

Applicants respectfully contend that the preceding dictionary definitions sufficiently distinguish between "implementing" and "using".

Based on the preceding arguments, Applicants respectfully maintain that claim 32 is not unpatentable under 35 U.S.C. § 112, second paragraph.

35 U.S.C. §103(a)

The Examiner rejected claims 29-40 under 35 U.S.C. §103(a) as allegedly being unpatentable over Gundewar et al. (US Patent 6,381,610) in view of Oka (US Patent 5,537,591) Examiner's Official Notice; and Microsoft Press Computer Dictionary.

Since Applicants have canceled claims 33-40, the rejection of claims 33-40 under 35 U.S.C. §103(a) is moot.

Applicants respectfully contend that claim 29 is not unpatentable over Gundewar in view of Oka, Examiner's Official Notice, and Microsoft Press Computer Dictionary, because Gundewar in view of Oka, Examiner's Official Notice, and Microsoft Press Computer Dictionary does not teach or suggest each and every feature of claim 29. For example, Gundewar in view of Oka, Examiner's Official Notice, and Microsoft Press Computer Dictionary does not teach or suggest "wherein said folders and views section, said task title display and selection area, said summary task creation button, and said detailed task creation button visually appear together in a single contiguous display area within said playbook summary view".

The Examiner argues: "Microsoft Press Computer Dictionary discloses that it is known in the art of computer graphical interfaces to provide a windowing environment where the screen is divided into several windows each with its own boundaries and can contain different information to provide users a multitasking interface to view different documents at the same time."

In response, Applicants respectfully contend that windows in a windowing environment do not satisfy the feature of "appearing together in a single contiguous display area within said playbook summary view" as required by claim 29. As the Examiner admits, "the screen is

divided into several windows **each with its own boundaries**" (emphasis added). Since each window is distinct from any other window with respect to location on the screen and content within the window, Applicants respectfully contend that Microsoft Press Computer Dictionary does not disclose the preceding feature of claim 29.

Additionally, Applicants respectfully contend that the Examiner's argument for modifying Gundewar by the alleged teaching of Microsoft Press Computer Dictionary is not persuasive. The Examiner argues: "It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the folders and views section, task title display and selection area, summary task creation button and the detailed task creation button of the program storage device of Gundewar et al.; Oka and Examiner's Official Notice, as modified above, on one divided screen of a windowing environment as taught by Microsoft Press Computer Dictionary, in order provide users a multitasking interface to view these different documents at the same time on a screen."

In response, Applicants note that the Examiner is arguing for a "divided screen" instead of for a "single contiguous display " as required by claim 29.

In addition, the Examiner has not provided an argument, based on teachings from the prior art, demonstrating that the specific objectives or characteristics of Gundewar's invention would be improved by incorporating the alleged teaching of Microsoft Press Computer Dictionary. In essence, the Examiner has not provided a legally sufficient analysis to support the modification of Gundewar by the alleged teaching of Microsoft Press Computer Dictionary.

Based on the preceding arguments, Applicants respectfully maintain that claim 29 is not unpatentable over Gundewar in view of Oka, Examiner's Official Notice; and Microsoft Press Computer Dictionary, and that claim 29 is in condition for allowance. Since claims 30-32 depend from claim 29, Applicants contend that claims 30-32 are likewise in condition for allowance.

CONCLUSION

Based on the preceding arguments, Applicants respectfully believe that all pending claims and the entire application meet the acceptance criteria for allowance and therefore request favorable action. If the Examiner believes that anything further would be helpful to place the application in better condition for allowance, Applicants invites the Examiner to contact Applicants' representative at the telephone number listed below.

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